

1/18/05

01-21-2005

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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RE



102922690

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Applied Extrusion Technologies, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: IP Security Agreement dated 12/02/04

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal

Address: _____

Street Address: 201 Merritt 7

City: Norwalk State: CT Zip: 06851

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Delaware
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

See attached Exhibit A

B. Trademark Registration No.(s) See attached Exhibit A

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Elisabeth Falaleev

Internal Address: Paul, Hastings, Janofsky &

Walker LLP

Street Address: 1055 Washington Boulevard

City: Stamford State: CT Zip: 06901

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41).....\$ 340.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Elisabeth Falaleev

Name of Person Signing

Elisabeth Falaleev
Signature

01/18/2005

Date

Total number of pages including cover sheet, attachments, and document: 19

Mail Documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01/21/2005 6TON11 00000067 2188748

01 FC:8521
02 FC:8522

40.00 OP
300.00 OP

TRADEMARK
REEL: 003104 FRAME: 0608

CONTINUATION OF ITEM #4 ON TRADEMARK RECORDATION COVER SHEET**OWNER: Applied Extrusion Technologies, Inc.****I. TRADEMARK REGISTRATIONS**

Jurisdiction	Trademark	Reg. No.	Reg. Date
United States	AET	2,188,748	09/15/98
United States	AET (Stylized)	2,188,747	09/15/98
United States	BX	2,319,223	02/15/00
United States	BXT	1,490,169	05/31/88
United States	HOTR	2,815,524	04/04/02
United States	SYNCARTA	2,731,632	07/01/03
United States		2,846,302	05/25/04
United States	VISION	2,057,521	04/29/97
United States	WTF (Case 8)	1,586,756	03/13/90

II. TRADEMARK APPLICATIONS

Jurisdiction	Trademark	App. No.	File Date
United States	MIRAGE	76/552,069	10/15/03
United States		76/578,972	03/03/04
United States	TOPPCURE	76/369,396	02/11/02
United States		76/369,218	02/11/02

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (together with all amendments, if any, from time to time, this "Intellectual Property Security Agreement"), dated as of December 2, 2004, is made by EACH OF THE GRANTORS LISTED ON THE SIGNATURE PAGES HERETO AND EACH ADDITIONAL PARTY WHICH BECOMES A GRANTOR HERETO PURSUANT TO SECTION 8 HEREOF (collectively, "Grantors" and each, a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent ("Agent") for itself and the lenders from time to time party to the Credit Agreement described below ("Lenders").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Senior-Secured, Super-Priority Debtor-In-Possession Credit Agreement, dated as of the date hereof, by and among APPLIED EXTRUSION TECHNOLOGIES, INC., a Delaware corporation ("Borrower"), the other Credit Parties signatory thereto, General Electric Capital Corporation, for itself, as a Lender, and as Agent for Lenders, and the other Lenders signatory thereto from time to time (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make Loans and to incur Letter of Credit Obligations on behalf of the Borrower; and

WHEREAS, Grantors directly or indirectly benefit from the credit facilities made available to Borrower under the Credit Agreement and in order to induce Agent and Lenders to enter into the Credit Agreement and other Loan Documents and to induce Lenders to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, Grantors desire to grant a continuing Lien on the Intellectual Property Collateral to Agent, for the benefit of Agent and Lenders, to secure all of the Obligations;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL.** (a) To secure the prompt and complete payment, performance and observance of all the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for itself and the benefit of the Lenders, a continuing first priority security interest in and Lien upon all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired by or arising in favor of such Grantor and whether owned or consigned by or to, or licensed from or to, such Grantor (collectively, the "Intellectual Property Collateral"):

(i) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(ii) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(iii) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(iv) all reissues, continuations or extensions of the foregoing;

(v) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (A) infringement or dilution of any Patent or Patent licensed under any Patent License, (B) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (C) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (D) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (E) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (F) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

(b) In addition, to secure the prompt and complete payment, performance and observance of the Obligations and in order to induce Agent and Lenders as aforesaid, each Grantor hereby grants to Agent, for itself and the benefit of Lenders, a right of setoff exercisable if any Event of Default has occurred and is continuing, against the property of such Grantor held by Agent or any Lender, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to Agent or any Lender, for any purpose, including safekeeping, collection or pledge, for the account of such Grantor, or as to which such Grantor may have any right or power.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include (1) any Licenses if the granting of a security interest therein is prohibited by or otherwise would materially breach the terms of such License (each such License being hereinafter referred to as an "Excluded License"); provided, however, that (x) Grantor shall use its commercially reasonable best efforts to obtain any and all consents and/or waivers necessary for the granting of a security interest in each such Excluded License by Grantor to Agent, that is material to the operation of the Grantor's business or to the extent required by Agent, (y) Grantor shall not on and after the Closing Date acquire any additional Licenses which contain any such prohibition, which are, either individually or in the aggregate, material to the operation of Grantor's business, and (z) the foregoing exclusion shall in no way be construed so as to apply with respect to any such Excluded License once any such applicable prohibition is no longer in effect.

3. REPRESENTATIONS AND WARRANTIES. Each Grantor, jointly and severally, represents and warrants that such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. Except with respect to Patents, Trademarks and Copyrights registered under laws other than the United States and Canada, the validity, perfection of which is not governed by the laws of the United States or Canada (the "Foreign Intellectual Property"), this Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, as applicable and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, perfected security interests in favor of Agent in all of Grantors' Patents, Trademarks and Copyrights other than the Foreign Intellectual Property and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantors. Upon the entry of the Interim Order and the proper filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, all action necessary or otherwise requested by Agent to protect and perfect Agent's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement. In addition to any representations and warranties contained herein, each Grantor hereby acknowledges and affirms the representations and warranties made to Agent with respect to the Intellectual Property Collateral made in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COVENANTS. The security interests granted pursuant to this Intellectual Property Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. In addition to the covenants contained herein, each Grantor hereby acknowledges and affirms that the covenants of Grantor with respect to the Intellectual Property Collateral in the Security Agreement, the terms and provisions of which are incorporated herein as if fully set forth herein.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor or Credit Party for liquidation or reorganization, should any Grantor or Credit Party become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's or Credit Party's assets, and shall continue to be effective or be reinstated, as the case may be, if at

any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon another any such communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be addressed to the party to be notified at the address set forth in Annex I to the Credit Agreement (or such other address as may be substituted by notice given in the manner required by Section 11.10 of the Credit Agreement), and given in the manner required by Section 11.10 of the Credit Agreement.

8. ADDITIONAL GRANTORS. The initial Grantors hereunder are the Credit Parties as are signatories hereto on the date hereof. From time to time subsequent to the date hereof, additional Credit Parties may become parties hereto, as additional Grantors (each, an "Additional Grantor"), by executing a counterpart of this Intellectual Property Security Agreement substantially in the form of Exhibit A attached hereto. Upon delivery of any such counterpart to Agent, notice of which is hereby waived by the Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder nor by any election of Agent not to cause any Credit Party or any other Person to become an Additional Grantor hereunder. This Intellectual Property Security Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

9. TERMINATION OF THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date. In connection with any termination or release pursuant to this Intellectual Property Security Agreement, the Agent shall, at Grantor's expense, execute and deliver to Grantor, all documents that such Grantor shall reasonably request to evidence such termination or release.

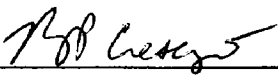
10. NO STRICT CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this Intellectual Property Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Intellectual Property Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Intellectual Property Security Agreement.

11. ADVICE OF COUNSEL. Each of the parties represents to each other party hereto that it has discussed this Intellectual Property Security Agreement with its counsel.


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IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**APPLIED EXTRUSION TECHNOLOGIES,
INC.**

By: 
Name: Brian P. Crescenzo
Title: CFO, Secretary and Treasurer

**APPLIED EXTRUSION TECHNOLOGIES
(CANADA), INC.**

By: 
Name: Brian P. Crescenzo
Title: VP Finance, Secretary and
Treasurer

Acknowledged and Agreed

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____
Name:
Its: Duly Authorized Signatory

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**APPLIED EXTRUSION TECHNOLOGIES,
INC.**

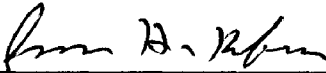
By: _____
Name:
Title:

**APPLIED EXTRUSION TECHNOLOGIES
(CANADA), INC.**

By: _____
Name:
Title:

Acknowledged and Agreed

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: 
Name: James H. Kaufman
Its: Duly Authorized Signatory

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

Grantor	Jurisdiction	Patent	Reg. No.	Date
Applied Extrusion Technologies, Inc.	USPTO	Metallizable Polypropylene Film	4604322	08/05/86
	USPTO	Metallizable Polypropylene Film	4692380	09/08/87
	USPTO	Heat Sealable Microporous Polypropylene Films	4734324	03/29/88
	USPTO	A process for producing uniaxial polyolefin/filler	4879078	11/7/89
	USPTO	Modified Polyolefin Film with Stable Twist Retention, Dead Fold Properties, and Barrier Characteristics	5128183	07/07/92
	USPTO	Biaxially Oriented Polypropylene White Film	5425996	06/20/95
	USPTO	Biaxially Oriented Polypropylene Metallized White Film for Cold Seal Applicators	5443915	08/22/95
	USPTO	Heat Sealable Shrink Laminate	5460878	10/24/95
	Europe		5,952,700	10/26/93
	USPTO	Polypropylene Film with Cold Seal Release and Cold Seal Receptive Surfaces	5482780	01/09/96
	USPTO	Biaxially and Monoaxially Oriented Polypropylene Cold Seal Release Film	5489473	02/06/96
	USPTO	Polyester-Containing Biaxially Oriented Polypropylene Films and Method of Making Same	5637366	06/10/97
	USPTO	Biaxially Oriented Polypropylene Cold Seal Release Film	5792549	08/11/98
	USPTO	Biaxially and Monoaxially Oriented Polypropylene Cold Seal Release Film	5798174	08/25/98
	USPTO	Shrink Films and Articles Including the Same	5851610	12/22/98
	USPTO	Biaxially Oriented Polypropylene Aroma Barrier Film	5885703	03/23/99
	USPTO	Biaxially Oriented Polypropylene with Cold Seal Release Surface	5985426	11/16/99

Grantor	Jurisdiction	Patent	Reg. No.	Date
	USPTO	Biaxially Oriented Polypropylene Films Having Matte-Finish and Improved cold Seal Receptivity	6022612	02/08/00
	USPTO	Metallized Films	6033786	03/07/00
	USPTO	Biaxially Oriented Polypropylene Films	6033514	03/07/00
	USPTO	Biaxially Oriented Polypropylene Films with Improved Cold Seal Receptive Surfaces	6074731	06/13/00
	USPTO	Films	6139930	10/31/00
	USPTO	Biaxially Oriented Film Prepared from Metallocene Catalyzed Polypropylene	6165599	12/26/00
	USPTO	Polyester-Containing Biaxially Oriented Polypropylene Films	6221191	04/24/01
	USPTO	Polypropylene Film Suitable for Use in In-Mold Labeling Process	6228316	05/8/01
	USPTO	Films Based on Three Component Polyolefin Blend	6232402	05/15/01
	USPTO	Polypropylene Blends and Films Prepared Therefrom	6268062	07/31/01
	USPTO	Barrier Films Based on Blends of Polypropylene and Ethylene-Vinyl Alcohol Copolymer	6316114	11/13/01
	USPTO	Polyolefin Films Suitable for Institutional Applications	6410136	06/25/02
	USPTO	High OTR Polyolefin Films	6485817	11/26/02
	USPTO	Slip Agents and Polypropylene Films Prepared Therefrom	6497965	12/24/02
	USPTO	Label Method Employing Radiation Curable Adhesive	6514373	02/04/03
	USPTO	Polyolefin films Based on Blends of Polypropylene and Olefin Heteropolymers	6514625	02/04/03
	USPTO	Labeling Method Employing Radiation Curable Adhesive	6517661	02/11/03
	USPTO	Ultraviolet Labeling Apparatus and Method	6551439	04/22/03
	USPTO	Holographic Transfer Film	6558788	05/06/03
	Belgium		1,214,203	06/19/02
	Germany		1,214,203	06/19/02
	Europe		1,241,203	06/19/02
	Spain		1,214,203	06/19/02
	France		1,214,203	06/19/02
	UK		1,214,203	06/19/02

Grantor	Jurisdiction	Patent	Reg. No.	Date
	USPTO	Polyester-Containing Biaxially Oriented Polypropylene Films	6607834	08/19/03
	Mexico	Controlled Atmosphere Package	169153	06/23/93
	Canada	Process for Producing Shrink Film and Resultant Shrink Film Layers and Laminates	2060778.5	02/06/92
	Canada	Biaxially Oriented Polypropylene Metallized White Film	2,117,575	08/24/94
	Canada	Metallized Films	2,233,004	09/26/96
	South Africa	Labelling Apparatus and Method Employing Radiation Curable	2002/9945	03/31/04
	USPTO	Holographic Transfer Films	6677029	01/13/04
	Canada	Heat Sealable Shrink Laminate	2109150	01/27/04
	Australia	Labelling Apparatus and Method Employing Radiation Curable	2004-100093	02/27/04

II. PATENT APPLICATIONS

Grantor	Jurisdiction	Patent	Application No.	Date
Applied Extrusion Technologies, Inc.	Europe	High OTR Polyolefin Films	9993597.2	07/28/99
	Canada	Holographic Transfer Film	2,378,696	07/28/00
	Canada	Holographic Films	2,394,629	12/20/00
	Europe		00986600.5	06/17/02
	Mexico		PA/a/2002/006112	12/20/00
	Canada	Films	2,125,891	06/15/94
	Mexico	Process for Producing Shrink Film and Resultant Shrink Film Layers and Laminates	9200534	02/07/92
	Mexico	Heat Sealable Shrink	936656	New
	Mexico	High Shrinkage Copolymer Film	971781	03/07/97

Grantor	Jurisdiction	Patent	Application No.	Date
	Canada	Metallizable White Opaque Films, Metallized Films Made Therefrom and Labels Made From Metallized Films	2,200,458	02/07/01
	Europe		01912704.2	02/07/01
	Mexico		PA/a/2002/007666	02/07/01
	U.S.		09/778,325	02/07/01
	Europe	Films Based on Three Component Polyolefin Blend	00975293.2	10/19/00
	Australia	Labeling Apparatus and Method Employing Radiation Curable Adhesive	2001275318	06/06/01
	Brazil		P10111502-2	12/06/02
	Canada		2,412,391	06/06/01
	Europe		01942019.9	06/06/01
	Mexico		PA/a/02/0121	12/06/02
	U.S.		10/346,318	01/17/03
	U.S.		10/346,905	01/17/03
	Canada	Films Based on Three Component Polyolefin Blend	2,388,160	10/19/00
	U.S.		10/008,148	11/08/01
	WIPO		PCT/US01/12818	04/23/02
	Canada	Novel Slip Agents and Polypropylene Films Prepared Therefrom	2,362,039	02/03/99
	WIPO		PCT/US99/02375	02/03/99
	U.S.	Biaxially-Oriented Polypropylene Films Containing A Non-Crystallable, Amorphous Polyester Layer, etc.	10/075,683	02/14/02
	U.S.	Cold Seal Release Film with Improved Scuff Resistance	10/141,258	05/8/02
	WIPO		PCT/US03/08065	03/19/03
	Canada	Biaxially-Oriented Polypropylene Films	2,189,563	03/8/95

Grantor	Jurisdiction	Patent	Application No.	Date
	Canada	Polyester-Containing Biaxially Oriented Polypropylene Films and Method of Making Same	2,196,693	06/07/96
	WIPO		PCT/US96/09420	06/07/96
	U.S.	Urethane Based Coating Applied In-Line for Improved Ink Adhesion	10/803,360	03/18/04
	U.S.	Methods of Making Highly Oriented, Opaque, Microporous Polyolefin Films and the Films Made Thereby	10/834,153	4/28/04
	U.S.	High OTR Films Made From Homopolymer Polypropylene and 1- Butene/Ethylene Copolymer Blends	10/437/484	05/14/03
	Mexico	Polyolefin Films Suitable for Institutional Applications	PA/a/2002/004943	10/10/00
	USPTO	Film with Improved Antiblocking and Adhesion Properties		11/03/04
	USPTO	Opaque Decorative film and Construction Laminates Employing Same		10/06/04
	USPTO	Labeling Apparatus and Method for Correcting Visual Adhesive Defects	10/758756	01/16/04
	WIPO	Labeling Apparatus and Method for Correcting Visual Adhesive Defects	PCT/US2004/ 016053	05/21/04
	USPTO	Labeling Apparatus and Method Employing Radiation Curable Adhesive	10/759879	01/16/04
	WIPO	Labeling Apparatus and Method Employing Radiation Curable Adhesive	PCT/US2004/ 016285	01/16/04

III. PATENT LICENSES

None.

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

Grantor	Jurisdiction	Trademark	Reg. No.	Reg. Date
Applied Extrusion Technologies, Inc.	United States	AET	2,188,748	09/15/98
	United States	AET (Stylized)	2,188,747	09/15/98
	United States	BX	2,319,223	02/15/00
	Canada		2,243,355	11/25/77
	France		1,383,009	12/05/86
	Italy		871,946	07/05/02
	United States	BXT	1,490,169	05/31/88
	Benelux		0652921	01/10/00
	Brazil		006695868	05/25/78
	China		1,093,933	09/07/97
	France		1383010	03/07/97
	Italy		871945	03/09/99
	United States	HOTR	2,815,524	04/04/02
	United States	SYNCARTA	2,731,632	07/01/03
	Australia		930,627	02/17/03
	Canada		TMA611,756	06/02/04
	EU		002891141	03/15/04
	Mexico		769,207	11/19/02
	Argentina	TOPPCURE	1,929,856	06/02/03
	Argentina		1,929,857	06/02/03
	Australia		921826	12/06/02
	EU		002793313	10/14/03
	Mexico		558,687	10/30/02
	Mexico		765,640	10/30/02
	United States		2,846,302	05/25/04
	United States	VISION	2,057,521	04/29/97
	Argentina		1,692,160	10/01/98
	Australia		729,288	03/06/97
	Canada		491,307	03/12/98
	China		1,186,201	06/27/98
	Columbia		2,051,153	01/28/98
	EU		180,244	06/16/96
	Israel		110818	06/05/98
	Mexico		557,166	05/14/97
	Peru		039,439	06/20/97
	Venezuela		12961-S	06/02/00
	United States	WTF (Case 8)	1,586,756	03/13/90

II. TRADEMARK APPLICATIONS

Grantor	Jurisdiction	Trademark	App. No.	File Date
Applied Extrusion Technologies, Inc.	United States	MIRAGE	76/552,069	10/15/03
	Brazil	SYNCARTA	825058023	10/15/02
	Argentina		2,395,617	10/22/02
	Canada	SYNDECOR	1,232,108	09/29/04
	EU		4025599	09/04/04
	Mexico		677281	09/15/04
	United States		76/578,972	03/03/04
	United States	TOPPCURE	76/369,396	02/11/02
	United States		76/369,218	02/11/02
	Brazil		824840011	08/01/02
	Brazil		824840003	08/01/03
	Canada		1,148,231	08/09/02
	Philippines		420020006422	08/02/02
	Philippines		420020006421	08/02/02
	South Africa		2002110667	09/29/02
	South Africa		200211066	07/29/02
	Venezuela		12115	08/06/02
	Venezuela		12114	08/06/02

III. TRADEMARK LICENSES

None.

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

Grantor	Jurisdiction	Copyright	Reg. No.	File Date
Applied Extrusion Technologies, Inc.	United States	Sof rod.	TX -3-079-191	04/29/91

II. COPYRIGHT APPLICATIONS

None.

III. COPYRIGHT LICENSES

None.

EXHIBIT A

**COUNTERPART TO INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

This counterpart, dated _____, 200__, is delivered pursuant to Section 8 of that certain Intellectual Property Security Agreement dated as of December ___, 2004 (as from time to time amended, modified or supplemented, the "IP Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), between Applied Extrusion Technologies, Inc. and Applied Extrusion Technologies (Canada), Inc., as Grantor and General Electric Capital Corporation, as Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the IP Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the IP Security Agreement as if it were an original signatory thereto.

[NAME OF ADDITIONAL GRANTOR]

By: _____

Name:

Title: